

Lucy K. Galek (SBN 227237)  
Lucy.Galek@wilsonelser.com  
Nura Heydari (SBN 340932)  
Nura.Heydari@wilsonelser.com  
**WILSON, ELSE, MOSKOWITZ,  
EDELMAN & DICKER LLP**  
655 Montgomery St., Ste. 900  
San Francisco, California 94111  
Telephone: (415) 625-9243  
Facsimile: (415) 434-1370

Attorneys for Defendant,  
HAIER US APPLIANCE SOLUTIONS, INC.  
D/B/A GE APPLIANCES

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF CALIFORNIA  
SACRAMENTO DIVISION

STATE FARM GENERAL  
INSURANCE COMPANY,

Plaintiff,

vs.

HAIER US APPLIANCE  
SOLUTIONS, INC., a Delaware  
corporation dba GE APPLIANCES;  
and DOES 1-20, Inclusive,

Defendants.

CASE NO.: 2:24-cv-01908-DMC

**AMENDED STIPULATED  
PROTECTIVE ORDER**

Defendant HAIER US APPLIANCE SOLUTIONS, INC. d/b/a GE APPLIANCES  
(hereinafter “Defendant”) and Plaintiff STATE FARM GENERAL INSURANCE COMPANY  
(Plaintiff”) hereby submit the following Amended Stipulated Protective Order and [Proposed]  
Order as follows:

**1. PURPOSES AND LIMITATIONS**

Disclosure and discovery activity in this action are likely to involve production of  
confidential, proprietary, or private information for which special protection from public  
disclosure and from use for any purpose other than prosecuting this litigation may be warranted.  
Accordingly, the parties hereby stipulate to and petition the court to enter the following

1 Amended Stipulated Protective Order. The parties acknowledge that this Order does not confer  
2 blanket protections on all disclosures or responses to discovery and that the protection it affords  
3 from public disclosure and use extends only to the limited information or items that are entitled  
4 to confidential treatment under the applicable legal principles.

5 **2. DEFINITIONS**

6 2.1 Action: This pending federal action in the United States District Court, Eastern  
7 District of California, *State Farm General Insurance Company v. Haier US Appliance Solutions,*  
8 *Inc., et al.*, Case No. 2:24-CV-01908-DMC, including the lawsuit initially filed with the Superior  
9 Court of the State of California, for the County of Butte, Case No. 24CV01808.

10 2.2 Challenging Party: a Party or Non-Party that challenges the designation of  
11 information or items under this Order.

12 2.3 “CONFIDENTIAL” Information or Items: information (regardless of how it is  
13 generated, stored or maintained) or tangible things that qualify for protection under Federal Rule  
14 of Civil Procedure 26(c). Moreover, it constitutes extremely sensitive “Confidential Information  
15 or Items,” disclosure of which to another Party or Non-Party would create a substantial risk of  
16 serious harm that could not be avoided by less restrictive means.

17 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as their support  
18 staff).

19 2.5 Designating Party: a Party or Non-Party that designates information or items that  
20 it produces in disclosures or in responses to discovery as “CONFIDENTIAL.”

21 2.6 Disclosure or Discovery Material: All items or information, regardless of the  
22 medium or manner in which it is generated, stored, or maintained (including, among other things,  
23 testimony, transcripts, and tangible things), that are produced or generated in disclosures or  
24 responses to discovery in this matter.

25 2.7 Expert: A person with specialized knowledge or experience in a matter pertinent  
26 to the litigation who has been retained by a Party or its counsel to serve as an expert witness or as  
27 a consultant in this action.

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1           2.8    House Counsel: attorneys who are employees of a party to this action. House  
2 Counsel does not include Outside Counsel of Record or any other outside counsel.

3           2.9    Non-Party: any natural person, partnership, corporation, association, or other legal  
4 entity not named as a Party to this action.

5           2.10   Outside Counsel of Record: attorneys who are not employees of a party to this  
6 action but are retained to represent or advise a party to this action and have appeared in this  
7 action on behalf of that party or are affiliated with a law firm which has appeared on behalf of  
8 that party.

9           2.11   Party: any party to this action, including all of its officers, directors, employees,  
10 consultants, retained experts, and Outside Counsel of Record (and their support staffs).

11          2.12   Producing Party: a Party or Non-Party that produces Disclosure or Discovery  
12 Material in this action.

13          2.13   Receiving Party: a Party that receives Disclosure or Discovery Material from a  
14 Producing Party.

15          2.14   Professional Vendors: persons or entities that provide litigation support services  
16 (e.g., photocopying, videotaping, translating, preparing exhibits or demonstrations, and  
17 organizing, storing, or retrieving data in any form or medium) and their employees and  
18 subcontractors.

19          2.15   Protected Material: any Disclosure or Discovery Material that is designated as  
20 “CONFIDENTIAL.”

21       **3. SCOPE**

22           The protections conferred by this Stipulation and Order cover not only Protected Material  
23 (as defined above), but also (1) any information copied or extracted from Protected Material; (2)  
24 all copies, excerpts, summaries, or compilations of Protected Material; and (3) any testimony,  
25 conversations, or presentations by Parties or their Counsel that might reveal Protected Material.  
26 However, the protections conferred by this Stipulation and Order do not cover the following  
27 information: (a) any information that is in the public domain at the time of disclosure to a  
28 Receiving Party or becomes part of the public domain after its disclosure to a Receiving Party as

a result of publication not involving a violation of this Order, including becoming part of the public record through trial or otherwise; and (b) any information known to the Receiving Party prior to the disclosure or obtained by the Receiving Party after the disclosure from a source who obtained the information lawfully and under no obligation of confidentiality to the Designating Party. Any use of Protected Material at trial shall be governed by a separate agreement or order.

#### **4. DURATION**

Even after final disposition of this litigation, the confidentiality obligations imposed by this Order shall remain in effect until a Designating Party agrees otherwise in writing or a court order otherwise directs. Final disposition shall be deemed to be the later of (1) dismissal of all claims and defenses in this action, with or without prejudice; and (2) final judgment herein after the completion and exhaustion of all appeals, rehearings, remands, trials, or reviews of this action, including the time limits for filing any motions or applications for extension of time pursuant to applicable law.

#### **5. DESIGNATING PROTECTED MATERIAL**

5.1 Exercise of Restraint and Care in Designating Material for Protection. Each Party or Non-Party that designates information or items for protection under this Order must take care to limit any such designation to specific material that qualifies under the appropriate standards. To the extent it is practical to do so, the Designating Party must designate for protection only those parts of material, documents, items, or oral or written communications that qualify – so that other portions of the material, documents, items, or communications for which protection is not warranted are not swept unjustifiably within the ambit of this Order.

Mass, indiscriminate, or routinized designations are prohibited. Designations that are shown to be clearly unjustified or that have been made for an improper purpose (e.g., to unnecessarily encumber or retard the case development process or to impose unnecessary expenses and burdens on other parties) expose the Designating Party to sanctions.

If it comes to a Designating Party's attention that information or items that it designated for protection do not qualify for protection at all or do not qualify for the level of protection

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1 initially asserted, that Designating Party must promptly notify all other parties that it is  
2 withdrawing the mistaken designation.

3       5.2     Manner and Timing of Designations. Except as otherwise provided in this Order  
4 (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated or ordered,  
5 Disclosure or Discovery Material that qualifies for protection under this Order must be clearly so  
6 designated before the material is disclosed or produced.

7       Designation in conformity with this Order requires:

8       (a) For information in documentary form (e.g., paper or electronic documents, but  
9 excluding transcripts of depositions or other pretrial or trial proceedings), that the Producing  
10 Party affix the legend “CONFIDENTIAL” to each page that contains protected material. If only  
11 a portion or portions of the material on a page qualifies for protection, the Producing Party also  
12 must clearly identify the protected portion(s) (e.g., by making appropriate markings in the  
13 margins) and must specify, for each portion, the level of protection being asserted.

14       A Party or Non-Party that makes original documents or materials available for inspection  
15 need not designate them for protection until after the inspecting Party has indicated which  
16 material it would like copied and produced. During the inspection and before the designation, all  
17 of the material made available for inspection shall be deemed “CONFIDENTIAL” After the  
18 inspecting Party has identified the documents it wants copied and produced, the Producing Party  
19 must determine which documents, or portions thereof, qualify for protection under this Order.  
20 Then, before producing the specified documents, the Producing Party must affix the appropriate  
21 legend (“CONFIDENTIAL”) to each page that contains Protected Material. If only a portion or  
22 portions of the material on a page qualifies for protection, the Producing Party also must clearly  
23 identify the protected portion(s) (e.g., by making appropriate markings in the margins) and must  
24 specify, for each portion, the level of protection being asserted.

25       (b) For testimony given in deposition or in other pretrial or trial proceedings, that the  
26 Designating Party identify on the record, before the close of the deposition, hearing, or other  
27 proceeding, all protected testimony and specify the level of protection being asserted. When it is  
28 impractical to identify separately each portion of testimony that is entitled to protection and it

appears that substantial portions of the testimony may qualify for protection, the Designating Party may invoke on the record (before the deposition, hearing, or other proceeding is concluded) a right to have up to 21 days to identify the specific portions of the testimony as to which protection is sought and to specify the level of protection being asserted. Only those portions of the testimony that are appropriately designated for protection within the 21 days shall be covered by the provisions of this Amended Stipulated Protective Order. Alternatively, a Designating Party may specify, at the deposition or up to 21 days afterwards if that period is properly invoked, that the entire transcript shall be treated as “CONFIDENTIAL.”

Parties shall give the other parties notice if they reasonably expect a deposition, hearing or other proceeding to include Protected Material so that the other parties can ensure that only authorized individuals who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A) are present at those proceedings. The use of a document as an exhibit at a deposition shall not in any way affect its designation as “CONFIDENTIAL.”

(c) For information produced in some form other than documentary and for any other tangible items, that the Producing Party affix in a prominent place on the exterior of the container or containers in which the information or item is stored the legend “CONFIDENTIAL.” If only a portion or portions of the information or item warrant protection, the Producing Party, to the extent practicable, shall identify the protected portion(s) and specify the level of protection being asserted.

5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to designate qualified information or items does not, standing alone, waive the Designating Party’s right to secure protection under this Order for such material. Upon timely correction of a designation, the Receiving Party must make reasonable efforts to assure that the material is treated in accordance with the provisions of this Order.

## **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation of confidentiality at any time. Unless a prompt challenge to a Designating Party’s confidentiality designation is necessary to avoid foreseeable, substantial unfairness, unnecessary economic

burdens, or a significant disruption or delay of the litigation, a Party does not waive its right to challenge a confidentiality designation by electing not to mount a challenge promptly after the original designation is disclosed.

6.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution process by providing written notice of each designation it is challenging and describing the basis for each challenge. To avoid ambiguity as to whether a challenge has been made, the written notice must recite that the challenge to confidentiality is being made in accordance with this specific paragraph of the Protective Order. The parties shall attempt to resolve each challenge in good faith and must begin the process by conferring directly within 14 days of the date of service of notice. In conferring, the Challenging Party must explain the basis for its belief that the confidentiality designation was not proper and must give the Designating Party an opportunity to review the designated material, to reconsider the circumstances, and, if no change in designation is offered, to explain the basis for the chosen designation. A Challenging Party may proceed to the next stage of the challenge process only if it has engaged in this meet and confer process first or establishes that the Designating Party is unwilling to participate in the meet and confer process in a timely manner. Please see the dispute resolution process under Local Rule 251 *et seq.*

6.3 The burden of persuasion: The burden of persuasion on any such challenge proceeding shall be on the Designating Party. Frivolous challenges and those made for an improper purpose (e.g., to harass or impose unnecessary expenses and burdens on other parties) may expose the Challenging Party to sanctions. Unless the Designating Party has waived the confidentiality designation by failing to file a motion to retain confidentiality as described above, all parties shall continue to afford the material in question the level of protection to which it is entitled under the Producing Party's designation until the Court rules on the challenge.

## **7. ACCESS TO AND USE OF PROTECTED MATERIAL**

7.1 Basic Principles. A Receiving Party may use Protected Material that is disclosed or produced by another Party or by a Non-Party in connection with this case only for prosecuting, defending, or attempting to settle this litigation. Such Protected Material may be

disclosed only to the categories of persons and under the conditions described in this Order.

When the litigation has been terminated, a Receiving Party must comply with the provisions of section 15 below.

Protected Material must be stored and maintained by a Receiving Party at a location and in a secure manner that ensures that access is limited to the persons authorized under this Order.

7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless otherwise ordered by the Court or permitted in writing by the Designating Party, a Receiving Party may disclose any information or item designated “CONFIDENTIAL” only to:

(a) the Receiving Party’s Outside Counsel of Record in this action, as well as employees of said Outside Counsel of Record to whom it is reasonably necessary to disclose the information for this litigation and who have signed the “Acknowledgment and Agreement to Be Bound” that is attached hereto as Exhibit A;

(b) the officers, directors, and employees (including House Counsel) of the Receiving Party to whom disclosure is reasonably necessary for this litigation and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(c) Experts (as defined in this Order) of the Receiving Party to whom disclosure is reasonably necessary for this litigation and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(d) The court and its personnel;

(e) Court reporters and their staff

(f) Professional jury or trial consultants, and Professional Vendors to whom disclosure is reasonably necessary for this litigation and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(g) During their depositions, witnesses in the action to whom disclosure is reasonably necessary and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A), *unless otherwise agreed by the Designating Party or ordered by the court.* Pages of transcribed deposition testimony or exhibits to depositions that reveal Protected Material must be

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1 separately bound by the court reporter and may not be disclosed to anyone except as permitted  
2 under this Amended Stipulated Protective Order.

3 (h) The author or recipient of a document containing the information or a custodian or  
4 other person who otherwise possessed or knew the information.

5 (i) Any mediator or settlement officer, and their supporting personnel, mutually agreed  
6 upon by any of the parties engaged in settlement discussions.

7 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN**  
8 **OTHER LITIGATION**

9 8.1 If a Party is served with a subpoena or a court order issued in other litigation that  
10 compels disclosure of any information or items designated in this action as “CONFIDENTIAL”  
11 that Party must:

12 (a) Promptly notify in writing the Designating Party. Such notification shall include a  
13 copy of the subpoena or court order;

14 (b) Promptly notify in writing the party who caused the subpoena or order to issue in the  
15 other litigation that some or all of the material covered by the subpoena or order is subject to this  
16 Protective Order. Such notification shall include a copy of this Amended Stipulated Protective  
17 Order; and

18 (c) Cooperate with respect to all reasonable procedures sought to be pursued by the  
19 Designating Party whose Protected Material may be affected.

20 (d) If the Designating Party timely seeks a protective order, the Party served with the  
21 subpoena or court order shall not produce any information designated in this action as  
22 “CONFIDENTIAL” before a determination by the court from which the subpoena or order  
23 issued, unless the Party has obtained the Designating Party’s permission. The Designating Party  
24 shall bear the burden and expense of seeking protection in that court of its confidential material –  
25 and nothing in these provisions should be construed as authorizing or encouraging a Receiving  
26 Party in this action to disobey a lawful directive from another court.

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1       **9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE PRODUCED IN**  
2       **THIS LITIGATION**

3           9.1     The terms of this Order are applicable to information produced by a Non-Party in  
4 this action and designated as “CONFIDENTIAL” Such information produced by Non-Parties in  
5 connection with this litigation is protected by the remedies and relief provided by this Order.  
6 Nothing in these provisions should be construed as prohibiting a Non-Party from seeking  
7 additional protections.

8           9.2     In the event that a Party is required, by a valid discovery request, to produce a  
9 Non-Party’s confidential information in its possession, and the Party is subject to an agreement  
10 with the Non-Party not to produce the Non-Party’s confidential information, then the Party shall:

11           (a)     Promptly notify in writing the Requesting Party and the Non-Party that some or  
12 all of the information requested is subject to a confidentiality agreement with a Non-Party;

13           (b)     Promptly provide the Non-Party with a copy of the Amended Stipulated  
14 Protective Order in this litigation, the relevant discovery request(s), and a reasonably specific  
15 description of the information requested; and

16           (c)     Make the information requested available for inspection by the Non-Party.

17           9.3     If the Non-Party fails to object or seek a protective order from this court within  
18 fourteen (14) days of receiving the notice and accompanying information, the Receiving Party  
19 may produce the Non-Party’s confidential information responsive to the discovery request. If the  
20 Non-Party timely seeks a protective order, the Receiving Party shall not produce any information  
21 in its possession or control that is subject to the confidentiality agreement with the Non-Party  
22 before a determination by the court. Absent a court order to the contrary, the Non-Party shall  
23 bear the burden and <sup>expense</sup> of seeking protection in this court of its Protected Material.

24       **10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

25           10.1     If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed  
26 Protected Material to any person or in any circumstance not authorized under this Amended  
27 Stipulated Protective Order, the Receiving Party must immediately:

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- 1 (a) notify in writing the Designating Party of the unauthorized disclosures;
- 2 (b) use its best efforts to retrieve all unauthorized copies of the Protected Material;
- 3 (c) inform the person or persons to whom unauthorized disclosures were made of all the
- 4 terms of this Order; and
- 5 (d) request such person or persons to execute the “Acknowledgment and Agreement to
- 6 Be Bound” that is attached hereto as Exhibit A.

7 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**  
8 **PROTECTED MATERIAL**

9 When a Producing Party gives notice to Receiving Parties that certain inadvertently produced  
10 material is subject to a claim of privilege or other protection, the obligations of the Receiving  
11 Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This provision is not  
12 intended to modify whatever procedure may be established in an e-discovery order that provides  
13 for production without prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and  
14 (e), insofar as the parties reach an agreement on the effect of disclosure of a communication or  
15 information covered by the attorney-client privilege or work product protection, the parties may  
16 incorporate their agreement in the Amended Stipulated Protective Order submitted to the court.

17 **12. MISCELLANEOUS**

18 12.1 Right to Further Relief. Nothing in this Order abridges the right of any person to  
19 seek its modification by the court in the future.

20 12.2 Right to Assert Other Objections. By stipulating to the entry of this Protective  
21 Order no Party waives any right it otherwise would have to object to disclosing or producing any  
22 information or item on any ground not addressed in this Amended Stipulated Protective Order.  
23 Similarly, no Party waives any right to object on any ground to use in evidence of any of the  
24 material covered by this Protective Order.

25 12.3 Filing Protected Material. Party that seeks to file under seal any Protected  
26 Material must comply with Civil Local Rule 141. Protected Material may only be filed under  
27 seal pursuant to a court order authorizing the sealing of the specific Protected Material at issue.  
28 If a Party’s request to file Protected Material under seal is denied by the Court, then the

1 Receiving Party may file the information in the public record unless otherwise instructed by the  
2 Court.

3 **13. FINAL DISPOSITION**

4 Within sixty (60) days after the final disposition of this action, each Receiving Party must  
5 return all Protected Material to the Producing Party or destroy such material. As used in this  
6 subdivision, “all Protected Material” includes all copies, abstracts, compilations, summaries, and  
7 any other format reproducing or capturing any of the Protected Material.

8 Whether the Protected Material is returned or destroyed, the Receiving Party must submit  
9 a written certification to the Producing Party (and, if not the same person or entity, to the  
10 Designating Party) by the 60-day deadline that (1) identifies (by category, where appropriate) all  
11 the Protected Material that was returned or destroyed and (2) affirms that the Receiving Party has  
12 not retained any copies, abstracts, compilations, summaries or any other format reproducing or  
13 capturing any of the Protected Material.

14 Notwithstanding this provision, Counsel are entitled to retain an archival copy of all  
15 pleadings, motion papers, trial, deposition, and hearing transcripts, legal memoranda,  
16 correspondence, deposition and trial exhibits, expert reports, attorney work product, and  
17 consultant and expert work product, even if such materials contain Protected Material. Any such  
18 archival copies that contain or constitute Protected Material remain subject to this Protective  
19 Order as set forth in Section 4.

20 Any violation of this Order may be punished by any and all appropriate measures  
21 including, without limitation, contempt proceedings and/or monetary sanctions.

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1 **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.**

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3 Dated: November 12, 2024

WATKINS & LETOFSKY, LLP

4  
5 /s/Michelle Lambre  
Michelle Lambre  
6 Attorney for Plaintiff, STATE FARM  
7 GENEAL INSURANCE COMPANY  
8

9 Dated: November 12, 2024

WILSON ELSEER MOSKOWITZ

10 /s/Lucy Galek  
11 Lucy Galek  
12 Nura Heydari  
13 Attorneys for Defendant, HAIER US  
14 APPLIANCE SOLUTIONS, INC. d/b/a/ GE  
15 Appliances  
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17 **ORDER**

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19 **FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.**

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21  
22 Dated: November 13, 2024

23   
24 DENNIS M. COTA  
25 UNITED STATES MAGISTRATE JUDGE  
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27  
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**EXHIBIT A**

**ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

I, \_\_\_\_\_ [print or type full name], of \_\_\_\_\_  
[print or type full address], declare under penalty of perjury that I have read in its entirety and understand the Amended Stipulated Protective Order that was issued by the United States District Court for the Eastern District of California on [date] in the case of *State Farm General Insurance Company v. Haier US Appliance Solutions, Inc. d/b/a GE Appliances, et al.*, Case No. 2:24-CV-01908-DMC. I agree to comply with and to be bound by all the terms of this Amended Stipulated Protective Order and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Amended Stipulated Protective Order to any person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the Eastern District of California for the purpose of enforcing the terms of this Amended Stipulated Protective Order, even if such enforcement proceedings occur after termination of this action.

I hereby appoint \_\_\_\_\_ [print or type full name] of \_\_\_\_\_ [print or type full address and telephone number] as my California agent for service of process in connection with this action or any proceedings related to enforcement of this Amended Stipulated Protective Order.

Date: \_\_\_\_\_

City and State where sworn and signed: \_\_\_\_\_

Printed name: \_\_\_\_\_

Signature: \_\_\_\_\_